Avondale Industries, Inc. ***and*** **New Orleans Metal Trades Council.** Cases 15–CA–12171, et al.

December 19, 2001

SUPPLEMENTAL ORDER

BY CHAIRMAN HURTGEN AND MEMBERS LIEBMAN AND WALSH

On November 29, 2001, at the request of the Respondent and the Charging Party, the United States Court of Appeals for the Fifth Circuit remanded to the Board its decisions and orders in 329 NLRB 1064 (1999), Cases 15–CA–12171, et al. (*Avondale I*), and 333 NLRB 622 (2001), Cases 15–CA–14551, et al. (*Avondale III*).[1] In both *Avondale I* and *III* the Board found numerous and varied violations of Section 8(a)(1), (3), and (4) of the Act, and ordered that it take specific action to remedy such unfair labor practices.

In *Avondale I*, in addition to traditional remedies, the Board found it necessary to impose special remedies to eliminate the effects of the Respondent's widespread, serious and pervasive unfair labor practices. The special remedies required Respondent to mail, publish, and read the Notice to Employees; on request by the Union within 1 year, provide the Union with the names and addresses of current employees; and accord the Union certain types of access and equal time opportunities for a period of 2 years. In *Avondale III*, the Board adopted the administrative law judge's recommendation rejecting special remedies because they would be superfluous and, with respect to access, unnecessary as Respondent had recognized the Union.[2]

Subsequent to the issuance of these decisions, Respondent sought review of the Board's Orders in *Avondale I* and *III* in the U.S. Court of Appeals for the Fifth Circuit. While these cases were pending in the Fifth Circuit, the parties reached an agreement reputedly resolving all issues in *Avondale I*, *II*, and *III*. On November 29, 2001, the Court remanded *Avondale I* and *III* to the Board for consideration of the agreement.

With respect to *Avondale I* and *III* specifically, the agreement provides for the full remedy noted in those decisions directing the reinstatement for all discharged and transferred discriminatees, the hire of one applicant, removal from personnel files of any and all references to the unlawful discharges, transfers and suspensions, and rescission of all warning notices. The Agreement provides for one Notice to Employees combining the notice provisions of *Avondale I*, *II*, and *III* with minor modifications. The agreement also requires Respondent to pay a compromise lump sum backpay of $2,150,274 for all three Avondale proceedings.

Finally, the Joint Motion requests the Board to modify its Order in *Avondale I* by eliminating the special remedies provided in paragraphs 2(p) through 2(w) of the Order (329 NLRB 1064 at 1071 [1999]).

As the Charging Party agrees with all aspects of the settlement and the General Counsel does not object, and as the settlement effectuates the purposes and policies of the Act, the Joint Motion of Parties for Approval of Settlement Agreement is approved. Accordingly, the Board's Order in *Avondale I*, 329 NLRB 1064 at 1071 (1999), is modified by eliminating the special remedies, paragraphs 2(p) through 2(w).

[1] *Avondale II*, involves a July 6, 2001 decision issued by Administrative Law Judge Philip P. McLeod in Cases 15–CA–12639, et al. The parties in that matter entered into a formal settlement stipulation that the Board has approved separately today.

[2] Pursuant to a card check agreement, which resulted in Avondale's recognition of the Union, Avondale effectively satisfied the requirement that it provide certain names and addresses of its employees to the Union.